

VENETA CITY COUNCIL

AGENDA ITEM SUMMARY



TITLE/TOPIC: Amendment of Lane County Intergovernmental Agreement for Law Enforcement Services

Meeting Date: November 18, 2024
Department: Administration

Staff Contact: Matt Michel
Email: MMichel@ci.veneta.or.us
Telephone Number: 541-935-2018

ISSUE STATEMENT

Should the Veneta City Council amend the current law enforcement services intergovernmental agreement with Lane County to increase the scope of work from a half-time sergeant to a full-time sergeant?

BACKGROUND

At the October 14th City Council meeting staff asked if the Council would like to amend the Lane County Sheriff's Office (LCSO) contract by increasing the sergeant hours from 0.50 time (1040 hours) to 1.0 time (2080 hours). The Council directed staff to bring that proposed amendment back to Council for potential action, and asked Sergeant Parker to share examples of how the additional hours could be used for the benefit of Veneta's residents. The Council also directed staff to develop a funding strategy for the additional cost.

The current law enforcement services agreement totals \$1,079,656 for July 1, 2024 through June 30, 2025. The proposed amendment would increase the cost for services effective January 1, 2025 as follows:

- 0.50 Time for Sergeant at \$117.59 per hour, for an additional 1,040 hours pro-rated for six out of twelve months equals \$61,147.00
- Funding for Records Support has increased by \$1,791.00
- Funding for Dispatching has increased by \$3,543.00.

The total increase to the current annual contract would be \$66,481.00, split equally across the quarterly payment schedule starting with the April 2025 payment for the January through March 2025 service period.

If the Contingency Fund amount of \$20,000 remains available then that April quarterly payment difference of roughly \$13,000 could be covered with either an interfund loan or potentially within the existing Law Enforcement Fund budget if actual expenses and revenues beat budgeted expectations. The second payment would occur in the following fiscal year and will be included in that budget for the Budget Committee and Council's consideration.

RELATED DOCUMENTS

None.

RELATED CITY POLICIES

None.

COUNCIL OPTIONS

1. Authorize the City Administrator to sign the amended intergovernmental agreement with Lane County for law enforcement services as presented.
2. Direct the City Administrator to revise the intergovernmental agreement amendment as directed by City Council and sign the amendment.
3. Direct the City Administrator to return to Council with further amendments as directed by the Council.
4. Take no action to amend the intergovernmental agreement at this time.

CITY ADMINISTRATOR'S RECOMMENDATION

Option #1 - Authorize the City Administrator to sign the amended intergovernmental agreement with Lane County for law enforcement services as presented.

SUGGESTED MOTION

"I make a motion to authorize the City Administrator to sign the amended intergovernmental agreement with Lane County for law enforcement services as presented."

ATTACHMENTS

1. Intergovernmental Agreement for Law Enforcement Services, LCSO Contract# 58599
2. Lane County Intergovernmental Agreement Amendment (Contract Form B-2, rev.06/04/2024), Law Enforcement Services For City Of Veneta, Amendment No.: 58599_1

INTERGOVERNMENTAL AGREEMENT**LAW ENFORCEMENT SERVICES FOR CITY OF VENETA**

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), and the City of Veneta, a municipal corporation ("City"), referred to collectively in this Agreement as the parties.

RECITALS

- A. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- B. The parties to this Agreement desire that a certain level of Law Enforcement Services be provided to City through an agreement with County.
- C. County is willing to provide Law Enforcement Services to City.

AGREEMENT

County and City agree as follows:

1. SCOPE OF AGREEMENT**1.1 County will:**

- 1.1.1 provide certified Law Enforcement Services to City with four (4) Deputy Sheriffs and one(1) partial-time Sergeant.
- 1.1.2 supply necessary equipment needed for such Services.
- 1.1.3 provide and fulfill Law Enforcement Services to City as described in Exhibit A.
- 1.1.4 appoint an employee of the Sheriff's Office acting as a coordinating agent to provide correspondence and communications between the parties to this Agreement.

1.2 City will:

- 1.2.1 provide office space and equipment for Officers' use.
- 1.2.2 pay County the rate established in Exhibit B.
- 1.2.3 perform the Work in a manner consistent with the offers and statements in Exhibit A.
- 1.2.4 appoint an Official of the City who will act as coordinating agent to provide correspondence and communications between the parties to the Agreement.

2. DOCUMENTS FORMING THE AGREEMENT

- 2.1 **The Agreement.** The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement by this reference.
- 2.2 **Exhibits.** With this document, the following exhibits are incorporated into the Agreement:
 - **Exhibit A** Scope of Work
 - **Exhibit B** City of Veneta Law Enforcement Service Rates

3. CONSIDERATION AND PAYMENT**3.1 County's Payment Obligations**

- 3.1.1 Invoice City each quarter ending with the months of September, December, March and June.
- 3.1.2 Renegotiate annually to the mutual satisfaction of both parties. In the event the parties cannot come to an agreement on a revised compensation amount, either party may elect to terminate this Agreement, as described in Section 8 of this Contract.

3.2 City's Payment Obligations

- 3.2.1 Pay County the rate established in Exhibit B in four (4) quarterly payments for the Law Enforcement Services provided by County.
- 3.2.2 City will make payments within thirty (30) days of receipt of an invoice from County.

3.2.3 Payments will be sent to the following address:
Lane County Sheriff's Office, Attn: Fiscal Department
125 E 8th Avenue
Eugene, OR 97401

4. EFFECTIVE DATE AND DURATION

4.1 Effective Date. Upon the signature of all parties, this Agreement is effective July 1, 2024.

4.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate June 30, 2025. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

5. AUTHORIZED REPRESENTATIVES AND NOTICE. Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may designate a new authorized representative by written notice to the other. If not identified in this section, the person executing the Contract on behalf of that party is that party's representative.

5.1 County's Authorized Representative.

DJ Mann, Captain
125 E 8th Avenue
Eugene, OR 97401
Phone: 541-682-6527
Email: dj.mann@lanecountyor.gov

5.2 City's Authorized Representative.

Matthew Michel, City Administrator
88184 8th Street
Veneta, Oregon 97487
Phone: 541-935-2018
Email: mmichel@ci.veneta.or.us

Any notice, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm; otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Agreement on behalf of that party below.

6. INDEMNIFICATION. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

7. PUBLIC BODY STATUS. In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

8. MODIFICATION AND TERMINATION.

8.1 Modification. No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.

- 8.2 Termination.** The parties may jointly agree to terminate this Agreement at any time by written agreement. Either party may terminate this Agreement for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving the other party not less than 30 days' advance written notice.
- 8.3 Non-Appropriation.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.

9. MISCELLANEOUS PROVISIONS

- 9.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.
- 9.2 Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
- 9.3 Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 9.4 Governing Law, Forum, and Venue.** All matters in dispute between the parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.
- 9.5 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.
- 9.6 No Third-Party Beneficiaries.** County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
- 9.7 Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
- 9.8 Force Majeure.** Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- 9.9 Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one

agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

9.10 Merger and Construction. This Agreement contains the entire agreement of County and Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings. This Agreement is the result of bilateral negotiations between the parties, and the provisions of this Agreement are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.

9.11 Compliance with Law. County and Agency agree to comply with all federal, state and local laws applicable to the parties or the subject matter of this Agreement.

SIGNATURES

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CITY:

CITY OF VENETA

By: _____

Print: _____

Title: _____

Date: _____

Address: _____

Other: _____

By: _____

Title: _____

COUNTY:

LANE COUNTY

By: _____

Steve M. Mokrohisky

Title: _____

Date: _____

By: _____

Clifton G. Harrold

Title: _____

Date: _____

Digitally signed by
Steve Mokrohisky
Date: 2024.06.18
10:45:52 -07'00'

Digitally signed by
Clifton G. Harrold
Date: 2024.04.16
15:27:37 -07'00'

Lane County Sheriff's Office
125 E 8th Avenue
Eugene, OR 97401

Exhibit A – Scope of Work

1. County will provide four (4) certified police officers (Deputy Sheriffs), as defined by ORS 161.015 (2011), at full time, and one (1) supervisory Sergeant to work an average of .50% (one-half) of full time. Full time, as used herein, means a work week of forty (40) hours each week, less that time normally given a Deputy Sheriff as annual vacation, personal days, sick or injury leave, court appearances, and training. County will determine the appropriate working hours for the officers assigned to City, cooperating with City to maximize, to the extent possible, the police protection that may be afforded within the city limits.
2. Incidental Overtime may occur and has been factored into overall costs (see Exhibit B). County will coordinate with the City Administrator to schedule overtime coverage as requested during assigned Deputy Sheriffs' absences due to annual vacation, personal days, sick or injury leave, court appearances, training and all other leave not defined as "Extended Absence". This type of overtime coverage will be considered "backfill overtime". Such overtime is not mandatory, but filled as County staffing levels allow. County will bill City for the costs of backfill overtime separately but on the same quarterly basis as other service invoices. "Incidental overtime" is considered overtime described as, but not limited to, Deputies handling calls near the end of their shift, report writing, transporting persons in custody to the Jail, and other such normal police activities that may incur overtime. County will include incidental overtime in its normal billing invoices for services.
3. The circumstances identified below are considered extended absences:
 - a. Deputy Sheriff is absent from duty under this Agreement due to using Time Management ("TM"), Personal Time ("PT"), or Compensatory Time leave beyond the amount of such leave the Deputy accrues during the Agreement period (July 1, 2024, through June 30, 2025).
 - b. Deputy Sheriff is absent from duty under this Agreement exceeding two consecutive work weeks (14 days) while on Short or Long Term Disability, Family and Medical Leave Act ("FMLA") or Training.
 - c. Deputy Sheriff is absent from duty under this Agreement due to a County initiated administrative leave due to an internal disciplinary investigation or fitness evaluation.
 - d. Deputy Sheriff is absent from duty under this Agreement due to a County initiated administrative leave associated with a use of force incident, which did not occur while performing official duties under the provisions of this Agreement.
 - e. Deputy Sheriff is reassigned and unable for duty under this Agreement leaving the staffing level less than agreed in the Agreement. In this case, the extended absence is determined to begin on the day following the last day the City contract deputy performed duties under this Agreement.
4. In these cases of extended absence, County, if resources allow, will provide a replacement deputy to assume the duties of the contract deputy in the absence of normally assigned contract deputy. County will not bill City for deputy services during the described extended absence periods when County is unable to provide a replacement deputy.
5. Work will take place within the City limits or on City businesses located outside the City limits. In the event of a mutual aid request from another law enforcement officer or agency, the Deputies

and/or Sergeant may be temporarily sent outside of the City limits until such time as the emergency is resolved.

6. County shall reserve the right to withdraw any or all Lane County Sheriff's Office ("LCSO") personnel and resources assigned hereunder in the event that an emergency arises that, in LCSO's sole judgment, requires LCSO to respond. LCSO agrees to make a good faith effort to deploy other resources to the emergency before withdrawing personnel and resources from their duties to City pursuant to this Agreement. In the event of a withdrawal, LCSO agrees to provide as much notice as possible to City, if any.
County will put forth best efforts to assign other parties to such emergency events, but retains the right to reassign City's designated Deputy Sheriff(s) for use in County emergency events.
7. County will appoint an employee of the Sheriff's Office and City will appoint an official of the City who will act as coordinating agents to provide correspondence and communications between the parties to this Agreement. County will cooperate with City and generally carry out the recommendation of City while control and final decision-making authority with regard to the manner of operation of the Deputy Sheriffs remains with the Lane County Sheriff or the Sheriff's designee. At the request of the City, the Sheriff or designee will meet with City representatives to discuss issues arising from the implementation of the Agreement.
8. Assigned Deputy Sheriffs shall enforce all laws, rules and regulations, and City ordinances, except for dog or animal ordinances, which normally fall within the purview of City Animal Control. County will administer violations according to ORS Chapter 153, and in the manner consistent with present Sheriff's Office policies and procedures.
9. It is understood that the employees performing duties required by this contract including Deputy Sheriffs, Sergeant and other employees of the Lane County Sheriff's Office remain County employees.
10. County will employ a community law enforcement philosophy within the City, with the assigned Deputy Sheriffs giving priority under normal working conditions to the pursuit of community law enforcement goals and implementation of community law enforcement best practices.
11. County agrees that whenever there is an assignment opening under this Agreement, and where there are multiple deputy sheriff candidates available for assignment to the City under this Agreement, City may be involved in the selection process to screen and determine a suitable candidate for assignment under this Agreement. The screening and evaluation process will be established and managed by County.
12. County will provide training, as necessary, for assigned Deputy Sheriffs in order that they may properly carry out their law enforcement responsibilities. County will provide vehicles and basic law enforcement equipment to be used by the Deputy Sheriffs. Whenever a County patrol vehicle is permanently placed into service under this Agreement, it will be prominently marked in such a way as to indicate it is a vehicle assigned under this Agreement.
13. City will provide office space in City Hall, telephone service and office equipment for use by the officers in carrying out their duties. County may share, as approved by City, office space provided by City with officers from Lane County Parole and Probation for official duties related to community supervision of adult offenders sentenced to probation or released on parole.

14. Parties may allow the use of any facilities as available for meetings, trainings, community events or other use as agreed upon by the parties, subject to each entity's facilities use policies and procedures.
15. City will pay County the rate established in Exhibit B in the manner described in Section 4 of the Contract.
16. City will pay any additional costs incurred by County in enforcing City ordinances other than City ordinances that adopt state law by reference as a result of this contract (e.g. towing charges, ambulance and medical fees for incidents which occur within the City limits).
17. When data is easily accessible, County shall provide City with monthly and annual activity reports upon request.
18. Veneta Municipal Court (OR020091J) authorizes designated employees of the Lane County Sheriff's Office ("LCSO") (OR200000) to provide Department of Motor Vehicles ("DMV") information via Law Enforcement Data System ("LEDS") to Veneta court staff specifically for court business as it relates to the processing of citations written by Lane County Sheriff's Office deputies.
 - a. Viewing of the DMV return will be restricted to the Veneta Muni Court Judge and Muni Court staff. No member of Veneta City Government who is not court staff will be privy to the LCSO provided DMV information.
 - b. Any Veneta Municipal Court staff that view LCSO-provided DMV information will acquire and maintain a current Level 3 Criminal Justice Information System ("CJIS") Security Awareness Certification or be LEDS Certified at the DMV Level.
 - c. Under their agreement with Oregon State Police ("OSP")/CJIS, Veneta Municipal Court is solely responsible for the appropriate CJIS-compliant handling, retention, disclosure and destruction of all provided DMV information.
 - d. Veneta Muni Court will not disclose any LCSO-provided DMV information to third parties. All requests for such information will be referred to the Lane County Sheriff's Office Police Records Unit.

EXHIBIT "B" - LANE COUNTY CONTRACT

FY 2025

July 1, 2024 – June 30, 2025

CITY OF VENETA- LAW ENFORCEMENT SERVICES RATES

4.00	Deputies	2080 Hrs	\$99.92 Per Hr	\$831,334
0.50	Sergeant	2080 Hrs	\$117.59 Per Hr	<u>\$122,294</u>

TOTAL REGULAR HOURS: \$953,628

OVERTIME:

TOTAL OVERTIME: \$30,000

Deputy hours at \$134.74/ hour
Sergeant hours at \$161.99/ hour

Records support	\$32,238
Dispatch	\$63,790

TOTAL SUPPORT: \$96,028

TOTAL CONTRACT AMOUNT: \$1,079,656

LANE COUNTY INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT (Contract Form B-2,
rev.06/04/2024)

Contract Title: LAW ENFORCEMENT SERVICES FOR CITY OF VENETA

Amendment No.: 58599_1

This Amendment modifies the Intergovernmental Agreement named above between Lane County (“County”), and the City of Veneta (“City”).

RECITALS

- A. County provides Law Enforcement to City with four Deputies Sheriffs and one partial-time Sergeant.
- B. City desires to change the partial-time Sergeant to a full-time position for the remaining six months of the original Contract No. 58599.

County and City agree as follows:

1. SCOPE OF AMENDMENT. The scope of the Agreement is amended as follows:

- 1.1** This Amendment modifies the rates and amounts in Exhibit B of the original Contract.
- 1.2** This Amendment increases the hours of the Sergeant by 1,040 hours.
- 1.3** The remaining Time of the original Contract is six months.
- 1.4** The amounts applied to Exhibit B of the original Contract, have been modified as follows to include the additional wage increase for the modified Law Enforcement position, and the corresponding supported work associated with the position:
 - 1.4.1** .50 Time for Sergeant at \$117.59 per hour, for an additional 1,040 hours pro-rated for six out of twelve months equals \$61,147.00.
 - 1.4.2** Funding for Records Support has increased by \$1,791.00.
 - 1.4.3** Funding for Dispatching has increased by \$3,543.00.
- 1.5** Estimated funding for overtime will remain unchanged.

2. CONSIDERATION

- 2.2 Consideration.** In consideration of this Amendment, the Agreement amount is increased by the following amount: Sixty-Six Thousand Four Hundred Eighty-One Dollars (\$66,481.00).
- 2.3 City’s Payment Obligation.** City’s remaining two quarterly payments currently obligated to County will increase by \$33,240.50 each.
- 2.4 Summary.** A summary of the original Agreement amount and all amendment amounts is:

Original Agreement amount:	\$ 1,079,656.00
No Previous Amendments:	0.00
This Amendment:	66,481.00

Revised Agreement amount including all Amendments:	\$ 1,146,137.00
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3. TIME. In consideration of this Amendment, the Agreement term is unchanged.

4. DATE. This Amendment is effective as of the date last signed below, or as of the date entered here: January 1, 2025.

SIGNATURE ON FOLLOWING PAGE
SIGNATURES

Each party, by signature below, agrees to be bound by the terms and conditions of this Amendment. All other terms and conditions of the original Agreement not altered by this Amendment remain in full force and effect.

CITY:
CITY OF VENETA

COUNTY:
LANE COUNTY

By: _____

By: _____

Steve Mokrohisky

Print: _____

Title: _____

Title: Administrator

Date: _____

Date: _____

By: _____

Clifton G. Harrold

Title: Sheriff

Date: _____